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Tarrant County Texas

Official Public Records

10/18/2010 3:10 PM

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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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L0563746

Electronically Recorded
Chesapeake Operating, Inc.

COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, **ACADEMIC ACHIEVEMENT CENTER, INC.**, a Texas Non-Profit Corporation d/b/a The Gateway School, whose address is 2570 North West Green oaks Boulevard, Arlington, Texas 76012 ("Lessor") executed that certain Memorandum of Oil and Gas Mineral Lease dated August 29, 2007, but effective August 29, 2007 unto August 29, 2010, which is recorded as Instrument # D207382014 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional two (2) years as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to August 29, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 29th day of August, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

ACADEMIC ACHIEVEMENT CENTER, INC.,
A Texas Non-Profit Corporation d/b/a
The Gateway School

By: Harriet R. Walber
Harriet Walber, Executive Director

Date: Aug. 18, 2010

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

By: [Signature]
Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

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CSM

Date: 9/1/10

26

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
COUNTY OF TARRANT)

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This instrument was acknowledged before me on this the 23rd day of August, 2010, by Harriet Walber, as Executive Director of the Academic Achievement Center, Inc., A Texas Non-Profit Corporation d/b/a The Gateway School.

[Signature: Mary R. Griggs]
Notary Public, State of Texas

My Commission Number:
My Commission Expires: 3-24-2014



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

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This instrument was acknowledged before me on this 1st day of September, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

[Signature: Lauren Trull]
Notary Public, State of Oklahoma

My Commission Number:
My Commission Expires:



EXHIBIT "A"

Attached to and by reference made a part of that certain Oil & Gas Lease dated this 23rd day of August, 2010, Academic Achievement Center, Inc., A Texas Non-Profit Corporation d/b/a The Gateway School as Lessor and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company as Lessee.

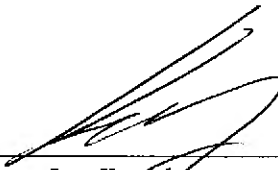
Conflict

In the event of a conflict between the terms of this addendum and the terms of the printed form of this Lease, the terms of this Addendum shall control.

It is agreed between the Lessor and Lessee, that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, notwithstanding anything contained herein to the contrary, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements.

Signed for Identification:

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154



Henry J. Hood
Senior Vice President of Land and Legal &
General Counsel

*Yes
Gm*

26